Section 9 of the Interstate Commerce Act, however, deprives state courts of jurisdiction over shippers' suits for its violation. *Van Patten* v. *Chicago, M. & St. P. R. Co.*, 74 Fed. 981; *Copp* v. *Louisville & Nashville R. Co.*, 43 La. Ann. 511, 9 So. 441. The fact that the carrier sues in the principal case would seemingly take it out of this section and be a short ground for the decision. The court, however, goes on the broader but correct theory that the carrier sues for services rendered and not for the violation of the statute, which merely annuls the agreement as to special charges and fixes the amount of recovery. *Georgia R. Co.* v. *Creety*, 5 Ga. App. 424, 63 S. E. 528. *Cf. Gerber* v. *Wabash R. Co.*, 63 Mo. App. 145. An analogous situation where the state court's jurisdiction is clear arises in suits by the shipper, in which, to avoid the defense of special contract, he relies upon a federal statute forbidding limitation of the carrier's common-law liability. *Galveston, H. & S. A. Ry. Co.* v. *Piper Co.*, 52 Tex. Civ. App. 568, 115 S. W. 107; *Fry* v. *Southern Pacific Co.*, 247 Ill. 564, 93 N. E. 906.

LIMITATION OF ACTIONS — ACCRUAL OF ACTION — BREACH OF CONTRACT TO MAKE GIFT AT DEATH IN CONSIDERATION OF SERVICES DURING LIFE. — The plaintiff promised to take the defendant's testatrix into her house and care for her as long as she lived, and the latter promised to give the plaintiff $70 per month and $20,000 at her death. In 1900 the defendant's testatrix left the plaintiff's house and made a similar agreement with the defendant, with whom she remained till her death in 1907, and to whom she left her property. The plaintiff now brings suit for her legacy and the defendant pleads that the action is barred by the Statute of Limitations. *Held*, that the plaintiff can recover for the breach of contract by the testatrix. *Ga Nun* v. *Palmer*, 46 N. Y. L. J. 257 (N. Y., Ct. App., Oct. 3, 1911).

The decision in this case is reached by applying the doctrine of anticipatory breach, whereby, when one party to a contract repudiates it before the time set for performance, the other may sue immediately or await the time when performance is due. *Frost* v. *Knight*, L. R. 7 Exch. 111. See *Howard* v. *Daly*, 61 N. Y. 362, 374. It follows that, if the injured party elects not to sue, the Statute of Limitations will not begin to run until the time appointed for performance. *Foss-Schneider Brewing Co.* v. *Bullock*, 59 Fed. 83. There is difficulty, however, in applying this reasoning to the principal case, for the breach alleged is not anticipatory. Even where the theory of anticipatory breach is rejected, it is held that when one party by refusing necessary coöperation prevents the other from performing, the injured party can at once sue for the breach of the implied promise not to prevent performance and recover in damages the present value of his entire claim. *Edwards* v. *Slate*, 184 Mass. 317, 68 N. E. 342; *Parker* v. *Russell*, 133 Mass. 74. The earlier New York decisions recognized this principle and held that the statute began to run immediately. *Bonesteel* v. *Van Etten*, 20 Hun (N. Y.) 468; *Henry* v. *Rowell*, 31 N. Y. Misc. 384, 64 N. Y. Supp. 488, aff'd in 63 N. Y. App. Div. 620, 71 N. Y. Supp. 1137. *Cf.* 24 HARV. L. REV. 676.

LIMITATION OF ACTIONS — OPERATION AND EFFECT OF BAR BY LIMITATION — RIGHT TO CONTRIBUTION OF CO-OBLIGOR ON NOTE UNDER SEAL. — The plaintiff and the defendant executed a joint note under seal, which the plaintiff paid in full, taking an assignment to himself. Suit was brought for contribution after the period of limitation as to actions on simple contracts had expired, but before the expiration of the period for actions in equity and on contracts under seal. *Held*, that the plaintiff's claim is barred. *Liverman* v. *Cahoon*, 72 S. E. 327 (N. C.).

The general rule is that a co-obligor who has paid the joint obligation is entitled to be subrogated to all the rights and remedies against the defaulting